

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

MONSTER ENERGY COMPANY,	)	
	)	Case No. 17-cv-04365
Plaintiff,	)	
	)	<b>Judge John Z. Lee</b>
v.	)	
	)	<b>Magistrate Judge Young B. Kim</b>
ZHENG SHUANG, et al.,	)	
	)	
Defendants.	)	
_____	)	

**FINAL JUDGMENT ORDER  
AGAINST THE DEFENDANTS IDENTIFIED IN SCHEDULE A  
WITH THE EXCEPTION OF DEFENDANT DIVINTYMOTOR**

This action having been commenced by Plaintiff Monster Energy Company (“MEC”) against the defendants identified on Schedule A and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and MEC having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, with the exception of Defendant divintymotor, (collectively, the “Defaulting Defendants”);


This Court having entered upon a showing by MEC, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

MEC having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and



Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;





THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing unauthorized copies of the Monster Energy Copyrighted Design<sup>1</sup> (including U.S. Copyright Registration No. VA 1-789-900) and/or using counterfeit versions of the MONSTER ENERGY Trademarks<sup>2</sup> (a list of which is included in the below chart) (such products collectively referred to herein as the “Unauthorized Monster Energy Products”).





REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
2,903,214		Nov. 16, 2004	For: Drinks, namely, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated and non-carbonated energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.


<sup>1</sup> “Monster Energy Copyrighted Design” has the meaning ascribed to it in the Amended Complaint [10].

<sup>2</sup> “MONSTER ENERGY Trademarks” has the meaning ascribed to it in the Amended Complaint [10].

3,057,061	MONSTER ENERGY	Feb. 7, 2006	For: fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
3,134,841		Aug. 29, 2006	For: Beverages, namely, carbonated soft drinks, carbonated soft drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated energy and sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
4,051,650		November 8, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweat shirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely hats and beanies in class 025.

3,963,669		May 17, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffel bags in class 018.
3,963,668		May 17, 2011	For: Stickers; sticker kits comprising stickers and decals; decals; posters in class 016.
3,923,683		February 22, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffel bags in class 018.
3,908,601		January 18, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweat shirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely, hats and beanies in class 025.

3,908,600		January 18, 2011	For: Stickers; sticker kits comprising stickers and decals; decals in class 016.
4,332,062		May 7, 2013	For: Silicone wrist bands; Silicone bracelets; Jewelry, namely, bracelets and wristbands in class 014.
4,011,301		August 16, 2011	For: Sports helmets; video recordings featuring sports, extreme sports, and motor sports in class 009.
3,914,828		February 1, 2011	For: Sports helmets in class 009.

4,660,598		December 23, 2014	For: Lanyards; Lanyards for holding whistles, keys, eyeglasses, sunglasses, mobile telephones, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar conveniences in class 022.
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THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, *et seq.*), and copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all other persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
  - a. using the MONSTER ENERGY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Monster Energy Product or not authorized by MEC to be sold in connection with the MONSTER ENERGY Trademarks;

- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Monster Energy Copyrighted Design in any manner without the express authorization of MEC;
  - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Monster Energy Product or any other product produced by MEC, that is not MEC's or not produced under the authorization, control or supervision of MEC and approved by MEC for sale under the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Design;
  - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' Unauthorized Monster Energy Products are those sold under the authorization, control or supervision of MEC, or are sponsored by, approved by, or otherwise connected with MEC;
  - e. further infringing the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Design and damaging MEC's goodwill; and
  - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for MEC, nor authorized by MEC to be sold or offered for sale, and which bear any MEC trademark, including the MONSTER ENERGY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Monster Energy Copyrighted Design.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public

Interest Registry, within three (3) business days of receipt of this Order, shall, at MEC's choosing:

- a. permanently transfer the Defendant Domain Names to MEC's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of MEC's selection; or
  - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within three (3) business days of receipt of this Order, shall take any steps necessary to transfer the Defendant Domain Names to a registrar account of MEC's selection.
4. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' websites at the Defendant Domain Names or other websites operated by Defaulting Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress and Alibaba, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, Internet search engines such as Google, Bing and Yahoo, and domain name registrars, including, but not limited to, GoDaddy, Name.com, PDR, and Namecheap, (collectively, the "Third Party Providers") shall within five (5) business days of receipt of this Order:
  - a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the MONSTER ENERGY



Trademarks or bearing unauthorized copies of the Monster Energy Copyrighted Design;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of unauthorized goods using the MONSTER ENERGY Trademarks or bearing unauthorized copies of the Monster Energy Copyrighted Design; and
  - c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
5. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504(c)(2), MEC is awarded statutory damages from each of the Defaulting Defendants in the total amount of two hundred fifty thousand dollars (\$250,000) for willful use of counterfeit MONSTER ENERGY Trademarks on products sold through at least the Defendant Internet Stores and willful copyright infringement of the Monster Energy Copyrighted Design. The two hundred fifty thousand dollars (\$250,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
6. PayPal, Inc. (“PayPal”) shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any non-U.S. based accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

7. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by PayPal, are hereby released to MEC as partial payment of the above-identified damages, and PayPal is ordered to release to MEC the amounts from Defaulting Defendants' PayPal accounts within ten (10) business days of receipt of this Order.
8. Until MEC has recovered full payment of monies owed to it by any Defaulting Defendant, MEC shall have the ongoing authority to serve this Order on PayPal in the event that any new PayPal accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, PayPal shall within five (5) business days:
  - a. locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any PayPal accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Bruce Kingsland, and any e-mail addresses provided for Defaulting Defendants by third parties;
  - b. restrain and enjoin such accounts or funds that are not U.S. based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies restrained in Defaulting Defendants' PayPal accounts to MEC as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that MEC identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, MEC may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses

identified in Exhibits 3 and 4 to the Declaration of Bruce Kingsland and any e-mail addresses provided for Defaulting Defendants by third parties.

10. The ten thousand dollar (\$10,000) surety bond posted by MEC is hereby released to MEC or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to MEC or its counsel.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against Default Defendants.

DATED: August 2, 2017

A handwritten signature in black ink, appearing to read "John Z. Lee", written in a cursive style.

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U.S. District Court Judge John Z. Lee

**Monster Energy Company v. Zheng Shuang, et al.**  
**Case No. 17-cv-04365**

## Schedule A

<b>No.</b>	<b>Defendant Name / Alias</b>
1	Zheng Shuang
3	zhang jike
5	tyler barr
7	DISMISSED
9	poitou-magazine.fr
11	nfl-malls.com
13	Malcolm Muirhead
15	Maharjan Susan
17	li ling huang
19	Lara Cerneira Carballo
21	julia cordero
23	Jamie Kavanagh
25	gogeteat.net
27	Darren Charles Raison
29	Chen Hang (2)
31	capslids.com
33	buylebron9galaxy.net
35	Andrew teague
37	0hk7446
39	2014sunqing888999
41	2cn2483
43	adiarboss
45	autobots.husa
47	baixunkeji
49	bjwang89-1
51	Car modification club Store
53	DISMISSED
55	DISMISSED
57	EXCEPTED
59	ecbuygo
61	Fashion Outdoor Sport
63	fashionfouse888

<b>No.</b>	<b>Defendant Name / Alias</b>
2	Zygryd Szczepański
4	Wu RongXia
6	Sun Hai Xia
8	shikungem.com
10	Paul Field
12	Nan Nan Li
14	makibell.fr
16	Lisa Leonard
18	Lenna Harris
20	kang xiaoping
22	Jude Achebe
24	Hou Ping
26	gang long han
28	Chen Hang
30	Chen Dong Han
32	buylebron9galaxyonsale.com
34	andy
36	Alexina Pledger
38	DISMISSED
40	2016longteng
42	36liuhong369
44	atba7821
46	baidudebai
48	BestAuto Company Store
50	DISMISSED
52	CHAONIU CAR PRODUCTS CLUB Store
54	DISMISSED
56	ckl8
58	DIYUAN Store
60	DISMISSED
62	fashion520 Store
64	DISMISSED

65	greenwindbelled
67	haoyunyongyuan666
69	High-end Production Store
71	DISMISSED
73	HOW-YES Store
75	DISMISSED
77	iGreen B Car services Store
79	DISMISSED
81	ke5558
83	DISMISSED
85	DISMISSED
87	lin_han62-6
89	Minason Global Shopping Store
91	DISMISSED
93	ocean-stone
95	Qiaomu store
97	SageTechnology
99	DISMISSED
101	DISMISSED
103	starfiedknight
105	DISMISSED
107	DISMISSED
109	DISMISSED
111	xieya668
113	yahk084
115	yqbu2852
117	zhukenci

66	DISMISSED
68	HelloRacer Store
70	hk2028
72	HOMOD JEWELRY Store
74	HSpeed Store
76	Hydro arts Technology Co., Ltd.
78	DISMISSED
80	JIAFUDEshop Store
82	DISMISSED
84	DISMISSED
86	lilaijewelry2
88	DISMISSED
90	Modified club car Store
92	nature-sky
94	DISMISSED
96	rgne7202
98	DISMISSED
100	shining city
102	simonzyp2010
104	stonemomy
106	super-emporium-2
108	Uni-HELMET Store
110	DISMISSED
112	xuue2132
114	yanlinghome
116	DISMISSED

No.	Defendant Marketplace URL
1	ebay.com/usr/0hk7446
3	ebay.com/usr/2014sunqing888999
5	ebay.com/usr/2cn2483
7	ioffer.com/selling/adiarboss
9	ebay.com/usr/autobots.husa
11	ebay.com/usr/baixunkeji
13	ebay.com/usr/bjwang89-1
15	aliexpress.com/store/2678136
17	DISMISSED

No.	Defendant Marketplace URL
2	DISMISSED
4	ebay.com/usr/2016longteng
6	ebay.com/usr/36liuhong369
8	ebay.com/usr/atba7821
10	ebay.com/usr/baidudebai
12	aliexpress.com/store/2660171
14	DISMISSED
16	aliexpress.com/store/2387053
18	DISMISSED

19	DISMISSED
21	EXCEPTED
23	ebay.com/usr/ecbuygo
25	aliexpress.com/store/1036324
27	ebay.com/usr/fashionfouse888
29	ebay.com/usr/greenwindbellled
31	ebay.com/usr/haoyunyongyuan666
33	8866.aliexpress.com/store/1382936
35	DISMISSED
37	sfmoto.aliexpress.com/store/822920
39	DISMISSED
41	aliexpress.com/store/2841021
43	DISMISSED
45	ebay.com/usr/ke5558
47	DISMISSED
49	DISMISSED
51	ebay.com/usr/lin_han62-6
53	aliexpress.com/store/2952086
55	DISMISSED
57	ebay.com/usr/ocean-stone
59	aliexpress.com/store/1950483
61	aliexpress.com/store/1046511
63	DISMISSED
65	DISMISSED
67	ebay.com/usr/starfiedknight
69	DISMISSED
71	DISMISSED
73	DISMISSED
75	ebay.com/usr/xieya668
77	ebay.com/usr/yahk084
79	ebay.com/usr/yqbu2852
81	ebay.com/usr/zhukenci

20	ebay.com/usr/ckl8
22	aliexpress.com/store/2793178
24	DISMISSED
26	aliexpress.com/store/2946105
28	DISMISSED
30	DISMISSED
32	aliexpress.com/store/2677057
34	ebay.com/usr/hk2028
36	homod.aliexpress.com/store/108627
38	hspeed.aliexpress.com/store/1267631
40	aliexpress.com/store/1707252
42	DISMISSED
44	aliexpress.com/store/2683027
46	DISMISSED
48	DISMISSED
50	ebay.com/usr/lilajewelry2
52	DISMISSED
54	aliexpress.com/store/2410071
56	ebay.com/usr/nature-sky
58	DISMISSED
60	ebay.com/usr/rgne7202
62	DISMISSED
64	skuer.aliexpress.com/store/931463
66	ebay.com/usr/simonzyp2010
68	ebay.com/usr/stonemomy
70	ebay.com/usr/super-emporium-2
72	aliexpress.com/store/2665053
74	DISMISSED
76	ebay.com/usr/xuue2132
78	ebay.com/usr/yanlinghome
80	DISMISSED

No.	Defendant Domain Name
1	obizjournals.info
3	ammotin.com
5	by-lemag.com
7	DISMISSED

No.	Defendant Domain Name
2	xn--odzierowerowashop-0yd.com
4	newerahatswholesales.com
6	stussysnapbackcappelli.club
8	shikungem.com

9	poitou-magazine.fr
11	splashofcolours.co.uk
13	fileuppee.com
15	fmgmediation.co.uk
17	londonhoardercleaners.co.uk
19	suburbansurgical.cc
21	nightclubhoney.it
23	makkijapan.com
25	cheapsnapbackhatsda.co.uk
27	cmy668.top
29	fbcglenarden.cc
31	kenzosnapbacks.info
33	ephorus.info
35	buylebron9galaxyonsale.com
37	airskatemall.com
39	acaciatreesurgeons.co.uk

10	dlraccounting.co.uk
12	nfl-malls.com
14	odvlasica.com
16	makibell.fr
18	gitzone.co.uk
20	pumabartitsu.co.uk
22	kathylovestopaint.com
24	furniturecart.co.uk
26	springscave.co.uk
28	gogeteat.net
30	matrix-net.co.uk
32	watibhats.info
34	capslids.com
36	buylebron9galaxy.net
38	ussenterprise.co.uk